



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAPREIT LP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC RP

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the "1 Month Notice") pursuant to section 47; and
- for the landlord to make repairs to the rental unit pursuant to section 33.

The landlord did not attend this hearing, which lasted approximately 15 minutes. The tenant attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The tenant testified that he personally served the corporate landlord's agent, the building manager on October 5, 2018 with the dispute resolution hearing package. Based on the undisputed testimony of the tenant I find that the landlord was served with the tenant's application and evidence in accordance with sections 88 and 89 of the *Act* on that date.

Issue(s) to be Decided

Should the 1 Month Notice be cancelled? If not is the landlord entitled to an order of possession?

Should the landlord be ordered to make repairs?

Background and Evidence

The tenant gave undisputed evidence regarding the following facts. This tenancy started in March, 2014. The current monthly rent is \$1,078.00 payable on the first of each month.

The tenant acknowledged receipt of the 1 Month Notice on September 27, 2018. The tenant testified that he filed an application for dispute resolution on October 2, 2018 and served the landlord with the dispute resolution package on October 5, 2018.

The tenant testified that the common area of the rental building frequently is in need of maintenance. The tenant specifically cited incidents of break-ins in the building which he believes are a result of faulty exterior doors.

Analysis

Section 46 of the *Act* provides that upon receipt of a notice to end tenancy for cause, the tenant may, within ten days, dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch. If the tenant files an application to dispute the notice, the landlord bears the burden to prove the grounds for the 1 Month Notice.

In the matter at hand I accept the undisputed evidence of the tenant that the 1 Month Notice was received on September 27, 2018 and he filed an application for dispute resolution on October 2, 2018. I find that the tenant was within the statutory time limit to file an application to dispute the 1 Month Notice.

I accept the tenant's testimony that he served the corporate landlord through its agent. I find that the landlord has uploaded documentary evidence which supports the tenant's evidence that the landlord was duly served and was aware of the dispute resolution hearing.

Because the landlord did not attend the hearing I find the landlord has failed to satisfy the burden of proof to show the grounds for the 1 Month Notice and I therefore allow the tenant's application to cancel the 1 Month Notice.

I find that the tenant has provided insufficient evidence in support of their application seeking a repair order. The tenant's evidence consists of complaints and unsteady video footage of the common area of the rental building. I find that this is insufficient to show that repairs are necessary. Consequently, I dismiss this portion of the tenant's application.

Conclusion

The tenant's application to cancel the 1 Month Notice is allowed. The Notice is of no continuing force or effect. This tenancy continues until ended in accordance with the *Act*.

The balance of the tenant's application is dismissed with leave to reapply.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: November 13, 2018

Residential Tenancy Branch